

Attachment F

Declaration of Victoria Carter

1 Declaration of Victoria Bianca Carter

2 Pursuant to 28 U.S.C. § 1746

3 I, Victoria Bianca Carter, hereby declare and state as follows:

4 1. I am a U.S. Citizen over the age of eighteen and reside in Atlanta, Georgia.

5 2. I have personal knowledge of the following facts, to which I could and would testify
6 to if I were called to testify as a witness.

7 3. On or about October 2018, I bought a car from U.S. Auto with a loan from U.S.
8 Auto. I knew that U.S. Auto had installed a device in my car that would disable my car from starting
9 if I was late on payments.

10 4. I made my car payments on time each month to USASF, my loan servicer. During
11 the more than two years I had this car, I never missed a payment. I was usually ahead on payments.

12 5. On or about October 18, 2019, I got into my car to go to work and my car did not
13 start. Because my car wouldn't start, I had to miss work, losing around \$200 in wages, and had to
14 pay around \$30 in daycare fees even though my child did not attend that day.

15 6. I was not late with my car payment, and so I immediately called USASF to find out if
16 they were the reason my car was disabled. USASF told me that they had no record of my payment
17 and asked me if I could provide the transaction date and the last four digits of the card I had paid
18 with. I provided the USASF representative with the information they requested and was told they
19 would call me back in approximately twenty minutes.

20 7. Later that same day, the USASF representative called me back to tell me that a
21 payment error had occurred in their system. The representative was able to find proof that I had
22 made my payment. They offered to give me a credit to my account in the amount of approximately
23 \$212. I told them that the credit was not enough because of my lost wages and extra daycare
24 payment. I asked USASF to reimburse me for my lost wages and they offered to credit my account
25 in the amount of approximately \$512 if I was willing to waive my claim against them.

26 8. On or about November 5, 2019, I signed a settlement agreement with USASF in
27 which they agreed to credit my account \$512.36. A true and correct copy of this settlement
28 agreement is attached hereto as **Attachment A**.

1 9. On or about November 8, 2019, I received a credit to my U.S. Auto account in the
2 amount of \$512.36.

3 10. Around three months later, on or about February 17, 2020, I got into my car to drive
4 to work. Once again, I found that USASF had disabled my car. Because my car didn't start, I wasn't
5 able to drive my son to school and he had to miss the school day. My children rely on me to drive
6 them to their school and daycare.

7 11. I immediately called USASF and spoke to a representative who told me that I had
8 not made a collateral insurance payment and therefore was not authorized to drive my vehicle. I told
9 the representative that I had full car insurance coverage through another company and that I was
10 willing to show them the paperwork, which I later sent to USASF. The representative was adamant
11 that I could not drive my car again until I made a payment, so I made a payment even though I
12 should not have had to because I needed to be able to use my car. I was furious that I had to make a
13 payment to USASF that I did not owe, even after I sent my insurance documents to USASF. Once
14 again, I missed work because my car didn't start, losing around \$200 in wages. Missing even one day
15 of work makes it hard for me to earn money to feed my children.

16 12. On or about March 5, 2020, I got into my car to drive to work. Once again, I found
17 that USASF had disabled my car, even though I had made my car payments on time. The
18 representative told me that I had not made my February payment, but that was not true. I told the
19 representative that I had made that payment and that they were causing me to possibly lose my job
20 because of their incompetence.

21 13. Over the course of the next year, USASF disabled my car two more times even
22 though I had made my payments on time. At one point, USASF told me that the disabled car had
23 been a mishap that had occurred due to a manual processing of my payment. I was furious that
24 USASF was continuously disabling my vehicle and negatively affecting my life and my livelihood
25 because of their own incompetence. I was also furious that my son's education was being affected
26 because I did not have reliable transportation.

27 14. On or about February 8, 2021, I filed a complaint with the Consumer Financial
28 Protection Bureau ("CFPB") regarding USASF disabling my car for the sixth time even though I

1 had made my payments on time. On or about February 24, 2021, I received a response to my
2 complaint from the company through the CFPB portal. U.S. Auto Sales, Inc. claimed that my car
3 had been disengaged for an unpaid portion of my vehicle payment, but that was not true. At this
4 time, I was making full monthly payments ahead of the due date and also provided extra payments
5 to USASF because I wanted to ensure that my car continued to work. Attached hereto as
6 **Attachment B** is a true and correct copy of my February 8 complaint filed with the CFPB and U.S.
7 Auto Sales Inc.'s February 24 response (personally identifiable information has been redacted).

8 15. Around June 2021, my car engine cut off while I was driving on the highway. My
9 children were in the car with me and I was scared out of my mind. The noise that plays when a car is
10 disabled was playing in the car. I was able to pull off to the side of the road safely, but I will never
11 forget how terrifying it was that my car stopped working while I was driving at highway speeds. I
12 was afraid for my life and my children's lives, and furious at USASF for putting us at risk. At that
13 point, I decided to bring the car to a mechanic and to sever all ties with USASF.

14 16. On or about July 2021, the vehicle that I had financed through U.S. Auto continued
15 having mechanical issues so I asked USASF to retrieve it from the shop so I could officially
16 surrender this vehicle. I was happy to be rid of the car, but also happy to sever my relationship with
17 U.S. Auto. It was so stressful for me not to know whether my car would engage every morning
18 when I went to work. The stress that USASF put me through when they disabled my car for no
19 reason, even when my payments were on time, was difficult for me and it put my relationship with
20 my employer at risk.

SETTLEMENT AGREEMENT AND RELEASE

In exchange for mutual consideration, this Settlement Agreement and Release ("Agreement") is entered into by Victoria Bianca Carter ("Customer") and USASF Servicing, LLC ("U.S. Auto") pursuant to the following terms:

1. U.S. Auto confirms that no late payment rating will be reported to the credit bureaus as it relates to a payment misassignment for installments that became due on September 27, 2019 and October 11, 2019.
2. U.S. Auto agrees to credit Customer account 206148A five hundred twelve dollars and thirty-six cents (\$512.36). Credit satisfies three bi-weekly payments installments of \$161.60 each due on 11/08/2019, 11/22/2019, and 12/06/2019. Customer will resume payments, starting with December 20, 2019 installment. Customer also understands that the credit does not apply to collateral protection insurance (CPI) premium and will continue to make bi-weekly payments of \$50.76 as scheduled.
3. Customer releases, acquits and forever discharges U.S. Auto, and its affiliated companies (e.g. U.S. Auto Finance, Inc. and U.S. Auto Sales, Inc.), directors, officers, shareholders, agents, employees, successors, heirs and assigns from any and all claims, debts, causes of action, damages, and expenses which Customer now owns or holds, or has at any prior time owned or held as it relates to or arises from the purchasing, financing and servicing of the vehicle including, but not limited to, claims under the Uniform Commercial Code, Equal Credit Opportunity Act, Fair Credit Reporting Act, Magnuson-Moss Warranty Act; and Dodd-Frank Act (e.g. Unfair, Deceptive or Abusive Acts or Practices).
4. All rights under Georgia statutes and any similar law of any state or territory of the United States regarding general releases are hereby expressly waived such that this general release will extend to claims which the Customer does not know or suspect to exist in Customer's favor at the time of executing the Agreement, which if known might have materially affected settlement.
5. Customer acknowledges that this Agreement, and the terms set forth herein, are confidential and shall not be disclosed or communicated to any person or entity who is not a party.
6. This is the complete agreement of the parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the parties. No amendment or modification shall be effective unless in writing executed by all parties. This Agreement shall be interpreted as if all parties participated in its preparation. If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect. This Agreement shall not be deemed an admission of liability or used as evidence of such. The prevailing party in a suit or action or other proceeding to enforce or interpret this Agreement shall be entitled to an award against the other party for the prevailing Party's reasonable attorney's fees and costs incurred at trial and on any appeal.
7. This Agreement may be executed in any number of counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one agreement.

U.S. AUTO

Name:

Signature:

Title:

Date:

Veronica Lopez
[Signature]
Client Resolution Manager
11/6/19

CUSTOMER

Name:

Signature:

Date:

Victoria Bianca Carter
[Signature]
11-5-19

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Consumer Financial
Protection Bureau

[Complaint Explorer](#)

Explore complaint data

MY EXPLORER

Ask an expert

Automated Learning

Provide feedback

210208-6037680

Consumer-provided company
US AUTO SALES INC

Sent To
Sent to company: U.S. Auto Sales Inc.

Matched company
U.S. Auto Sales Inc.

Submitted by

[Hide](#)

victoria carter

atlanta, Georgia

com

Attachment B

Submitted via
Web

Age
29

Household income
Not provided

Household size
Not provided

Complaint Publication
[Published to CCDB](#)
(Consent Provided)

Consumer Submitted: 02/08/2021

Product
Vehicle loan or lease: Lease

Issue
Managing the loan or lease: Billing problem

Consumer Complaint Narrative
on February 6 2021 proceeded to drive my car for work but, for the fourth time since financing the vehicle back in October of 2018. the car has be disable by the company due to poor mismanagement of accounts. Once able to speak to a rep i was demanded to pay for collateral insurance from there company even though i have full coverage insurance from a different agency. i was forced to make a payment that i did not owe in order to use my car again. i was told by the rep Alyha that the payment will be due again and that I'm expected to pay it even though i explain that i did not owe them and that the insurance documents have been received from Us Autosales. Us Autosales have almost 300 complaints.US Autosales is a very unfair company that illegally violates its consumers contract and needs to be investigated further.

[See more like this narrative](#)

Desired Resolution
refunding the incorrect insurance payment that was requested and a phone call from an accounts manager.

Consumer Submitted Attachments
[decrartion page.pdf](#)

Attachment B

Themes

■ Auto servicing

Company Response Provided

Company Response
Closed with explanation

Sent to company: 02/08/2021

Company Response Date: 02/24/2021

Did company provide a timely response? Yes

U.S. Auto Sales Inc.

Response to customer

We thank Ms. Carter for her feedback and apologize for any misunderstanding.

Our records indicate that the policy with ACC expired on August 20, 2020. The coverage period was from February 20, 2020 through August 20, 2020. As a result of not receiving renewal policy information, collateral protection insurance was added to the account.

On December 15, 2020, Ms. Carter stated she had comprehensive and collision. It was explained that the policy on file expired on August 20, 2020 and a new a declaration page was required. On December 23, 2020, an insurance card was received. The information was insufficient as it did not provide coverage information, nor did it list U.S. Auto as the lienholder. This information was also relayed to Ms. Carter on January 30, 2021.

We can confirm that as of February 17, 2021, collateral protection insurance was removed from the account and any amounts paid to collateral protection insurance have been credited to Ms. Carter's account. The policy with Liberty Mutual indicated she had coverage from August 13, 2020 through February 13, 2021.

As it relates to the February 06, 2021 conversation, Ms. Carter was assured that the device did not engage due the collateral protection fees. It was explained that the device engaged due to an unpaid portion of the vehicle payment that became due on January 29, 2021. U.S. Auto does not engage a device for unpaid insurance amount. Ms. Carter disagreed with the explanation provided.

Based on the information outlined above, we now consider this matter resolved.

Attachment B

Survey Responses

1. The company's response addressed all of my issues.

Yes

2. Please provide any additional comments to explain your response. (optional)

The car was disabled on a Saturday and I paid the balance for a whole month, when I'm only due to pay bi-weekly, but I make a large payment per month, every four weeks, for two weeks in advance. There wasn't a balance due, if anything there should have been a credit. They also requested that I give them the collateral protection, in order for them to cut the car back on. This is the fourth time that they have not kept proper documentation on my accounts and payments through my two and a half years year ownership of the loan. This is the fourth or fifth time they have disabled the vehicle, and each time they have taken ownership for the miscalculation of the account.

3. I understand the company's response to my complaint.

Yes

4. Please provide any additional comments to explain your response. (optional)

I tried to contact them on numerous occasions and there is never the same balance that is owned, nor the same reasoning for the balance. They don't return my numerous phone calls.

5. The company did what they said they would do with my complaint.

No

6. Please provide any additional comments to explain your response. (optional)

I've not spoken to them yet, in regards to my account. I was promised a phone call with a resolution, but never received it.

7. Publish?

I want the CFPB to publish this feedback on consumerfinance.gov so that others can learn from my experience.